



REQUEST FOR PROPOSAL (RFP)

Microfilm/Microfiche Conversion

RFP No. SHR08-04



County of San Bernardino
Sheriff's Department
655 East Third Street
San Bernardino, CA 92415-0061
November 2008

Go to web address to download bid RFP No. SHR08-04

<http://www.sbcounty.gov/sheriff>

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I. INTRODUCTION

A. Purpose

The County of San Bernardino Sheriff's Department, hereafter referred to as the 'County', is seeking proposals from interested and qualified organizations or firms to provide on-site Microfiche and Microfilm Conversion and Indexing services for the Records Division. The film is to be converted to digital files which can be retrieved from the County's existing FileNet System.

B. Period of Contract

The contract issued pursuant to this RFP is expected to begin April 1, 2009 with a contract end date of December 31, 2011.

C. Minimum Vendor Requirements

All Vendors must:

Have at least five (5) years of prior experience with film to digital conversion for official and vital Records.

Have at least three (3) years of prior experience creating indexes from scanned documents.

Provide at least three (3) governmental references, other than the County of San Bernardino, for which these types of services have been performed, such as for Law Enforcement Records in counties of similar size and type to San Bernardino County. See Attachment C.

Meet the other requirements listed under the 'Scope of Work' within this Request for Proposal (RFP).

Have no record of unsatisfactory performance. Vendors who are or have been seriously deficient in current or recent contract performance in the absence of circumstances properly beyond the control of the Vendor, shall be presumed to be unable to meet this requirement.

Have the ability to fulfill standard contract requirements, including indemnification and insurance, of the County.

State working knowledge of ANSI, AIIM and ISO standards as they relate to Imaged Documents.

D. Questions

Questions regarding the services being requested or the contents of this RFP must be submitted in writing on or before on December 19, 2008, 4:00P.M. and directed to the individual listed below. All questions will be answered and copies of both the question and answer will be distributed at the mandatory Proposer's conference (see below). Answers to the questions will also be posted on the County Purchasing Department's website at www.sbcounty.gov/purchasing.

E. Mandatory Proposal Conference

A mandatory Proposer's Conference will be held on January 6, 2009 at 9:00 am at Sheriff's Headquarters, main conference room (see address below). No proposal will be accepted from a vendor who fails to attend the pre-proposal conference.

F. Correspondence

All correspondence, including proposals, must be submitted to:

Vicki deJong
Records Manager
655 E. 3rd St.
San Bernardino, CA 92415
Email: vdejong@sbcasd.org
Fax: (909) 387-0669

Questions must be submitted by fax or email only.

G. Proposal Submission Deadline

Vendors shall submit their proposal, completed Cover Sheet (Attachment A), Cost Statement (Attachment B), and references (Attachment C) prior to deadline stated above. All proposals must be received at the above address no later than 2:00 P.M. Friday, February 6, 2009. Facsimile or electronically transmitted proposals will not be accepted as they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Proposals received after the deadline will be marked "LATE" and will receive no further consideration. It is the Vendor's responsibility to ensure that its proposal arrives on or before the specified time.

H. Admonition to Vendors

Once this RFP has been issued, Vendors are specifically directed not to contact County personnel for meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Vendor. All questions regarding this RFP can be presented in writing by the

deadline as indicated above. Answers to Vendor questions will be posted to the Purchasing Department website at www.sbcounty.gov/purchasing.

II. PROPOSAL TIMELINE

| | Date |
|--|-----------------------------|
| Release of RFP | December 9, 2008 |
| Deadline for Submission of Questions | December 19, 2008 5:00 P.M. |
| Mandatory Proposer's Conference | January 6, 2009 @ 9:00 AM |
| Deadline for Proposals | February 6, 2009 @ 2:00 PM |
| Evaluation of Proposals and Selection Proposal | February 9-12, 2009 |
| Tentative Date of Awarding of Contract | April 1, 2009 |

III. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County of San Bernardino to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. All proposals will become part of the County's official files without obligation on its part. The lack of response to this RFP will not prevent inclusion in future proposals.

B. Acceptance or Rejection of Proposals

Proposals shall remain open, valid, and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the end of the agreement period. The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County. Price may not be the sole factor upon which the County's decision to award is based. Award may be based on unit prices or cumulative totals or upon other considerations. The County may reject any or all proposals, any portion of a proposal, and may waive any informality or immaterial irregularities in a proposal.

C. Modifications

The County reserves the right to issue addenda or amendments to this RFP or change the project schedule as needed.

D. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Vendor's responsibility to ensure that its proposal arrives on or before the specified time.

E. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Vendors agree that all costs incurred in developing this proposal are the Vendor's responsibility.

F. Interviews

Proposals may be so similar in quality that oral interviews may have to be arranged to assist in making the final selection.

G. Negotiations

The County may require the potential Vendor selected to participate in negotiations, and to submit revisions of their proposals as may result from negotiations.

H. Final Authority

The final authority to award a contract as a result of this RFP rests solely with the Board of Supervisors of the County of San Bernardino.

IV. BACKGROUND

The County is procuring various microfilm, microfiche, and indexing services for the Records Division. The Records Division is repository for all Deputy Reports, Arrest Booking Jackets and Sex and Arson Registrant documentation. Microfiche documents consist of approximately 3,120,000 images and Microfilm consists of approximately 20,000,000 images.

Two main categories of documents of documents are Deputy Reports and Arrest Booking Jackets. These documents include, but are not limited to, documents related to Crime and Incident Reports, Traffic Collision reports, Death Investigations, Arrest Reports, digital photos and digital diagrams relevant to the aforementioned documents. Arrest Booking Jackets include documents relating to the incarceration of an individual. Years 1950-1960 are stored on microfiche and years 1970-2002 are stored on microfilm.

The successful proposer will be prohibited from selling or in any way distributing any index data or any images resulting from this proposal process and the resultant contract.

V. SCOPE OF WORK**A. General**

The County will be selecting a vendor capable of providing on-site Microfilm and Microfiche document conversions, services, and indexing. The Vendor is to

provide all necessary equipment, staff, and supplies to complete the conversion project. The Vendor is to provide imaging services based on a 5 day a week, 8 hour a day operation, excluding holidays. The County will provide adequate space for the Vendor and all necessary equipment required to perform said functions. The Vendor must be capable of creating digital images from film, image to index validation and resolution of discrepancies. Images are to be checked for readability, quality, and orientation. During the selection process the County may provide the Vendor with sample film to be converted and reviewed by the County. Deputy Report and Booking Numbers are to be verified against the County's Central Name Index. Documents are to be scanned at 200-300 dpi in a bi-tonal (black and white) format, unless grayscale is necessary for optimal quality.

B. Conversion of Film to Digital Images

Sheriff Records maintains documents in a mix of digital and film formats depending on the year recorded. Microfilm and microfiche must be converted to digital images. These film images will need to be inventoried, inspected and repaired as needed, output file formats will be TIFF, Group IV compressed files, and indexed to specifications by document type. In addition, any existing index information will need to be checked for consistency and existence of all images validated. The images are to be enhanced (cropped, de-skewed, de-speckled) prior to being written out as bi-tonal or grayscale image files. Any poor images or folded corners are to be re-scanned and inserted back into the correct order within the batch. Grayscale images are to be processed using sophisticated image enhancement algorithms to optimize the image quality.

Microfilm Details

- Microfilm are Kodak Imagelink 1461 and Kodak Imagecapture AHU 7460, 16mmx100 ft and 16mmx215 ft.
- Typically the document size is 8 1/2 x 11 inches, occasionally larger or smaller sizes will exist.
- Majority of rolls are dual blipped

C. Image Indexing

The vendor must index each recorded document per the requirements set forth in the Sheriff Record's Imaging System, with approved abbreviations, and the General Rules for Indexing. The resulting index is used to search for images of recorded documents. The County Information Services Department (ISD) will provide the awarded Vendor with the final Index formatting specifications.

Index Field for Deputy Reports Index Field for Booking Jackets

DR Number

Booking Number

Vendor must utilize a blind key verification process, meaning that the verifier is unaware of the entries made by the encoder. Indexed data must be 99.5% accurate at the character level.

D. Image to Image Validation and Resolution of Discrepancies

The County must maintain accurate index information about film and digital images. The vendor must compare the index data with the images and report discrepancies in the index information or images. The validation includes checking the document numbers to ensure all documents are on the film, checking the pages within the documents, and ensuring the images are valid. The statistical and exception reports need to include the following information:

The statistical report needs to include, but not limited to, the following information:

1. Report date
2. Start of document number
3. End of document number
4. Total number of documents in recording date
5. Total number of missing documents

The exception report needs to include, but not be limited to, the following information:

1. Documents that are missing
2. Indexing issues
3. Discrepancy between images and index information
4. Documents with invalid Deputy Report and/or Booking Numbers

The vendor must be capable of resolving discrepancies by working with designated Sheriff Records staff to determine the correct course of action.

VI. COUNTY ASSISTANCE AND COOPERATION

The Sheriff Records Manager will be available to the awarded Vendor to answer questions and help resolve any issues with the project. County ISD will assist the Vendor in identifying the index values for each document type. ISD will provide information regarding file format requirements for the FileNet application.

VII. CONTRACT REQUIREMENTS

The selected proposer will be required to enter into a written contract that contains the provisions set forth in this section VII.

A. General

The Vendor selected may be required to agree to the terms contained below. If Vendor has any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

1. Representation of the County

In the performance of the Contract, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

2. Vendor Primary Contact

The Vendor will designate an individual to serve as the primary point of contact for the Contract. Vendor or designee must respond to County inquiries within two (2) business days. Vendor shall not change the primary contact without written acknowledgment to the County. Vendor will also designate a back-up point to contact in the event the primary contact is not available.

3. Change of Address

Vendor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

4. Subcontracting

Vendor agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as the Vendor. Vendor shall be fully responsible for the performance and payments of any subcontractor's contract.

5. Contract Assignability

Without the prior written consent of the County, the contract is not assignable by Vendor in whole or in part.

6. Contract Amendments

Vendor agrees any alternations, variations, modifications, or waivers of the provisions of the contract shall be valid only when reduced to writing, executed and attached to the original contract and approved by the required persons.

7. Termination for Convenience

The County for its convenience may terminate in whole or in part upon thirty (30) calendar day's written notice this Contract. If such termination is effected, an equitable adjustment in the price provided for in this Contract shall be made. Such adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Vendor shall promptly discontinue services unless the notice directs otherwise. Vendor shall deliver promptly to County and transfer title (if necessary) all complete work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

8. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from third-party legal actions against a party hereto and payable under Part B-1 INDEMNIFICATION.

9. Venue

This Contract shall be governed by the laws of the State of California. The venue of any action or claim brought by any party of this Contract shall be the Superior Court of California, Central District, and County of San Bernardino. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change in venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

10. Licenses and Permits

Vendor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Vendor shall maintain these licenses and permits in effect for the duration of this Contract. Vendor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Contract.

11. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantify of work, services, or the level of performance under this

Contract, the Vendor shall notify the County within one (1) working day, in writing and by telephone.

12. Conflict of Interest

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award to this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Vendor or officer or employee of the Vendor.

13. Improper Consideration

Vendor shall not offer (either directly or through an intermediary) any improper considerations such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

14. Confidentiality

During the term of the Contract, Vendor will have access to and become acquainted with confidential information maintained in County's Records. Vendor, and each of their officers, employees, and agents, will maintain all confidential information, except as authorized in writing by County, or except as specifically provided herein, or except to the extent that: it was generally known when received; it is or hereafter becomes lawfully obtainable from other sources; it is necessary to disclose it to regulatory authorities having jurisdiction over either party or their subsidiaries or affiliated companies, or as may otherwise be required by law; or to that extent such duty as to confidentiality is waived. Vendor will take all steps

necessary to safeguard the confidential information against unauthorized disclosure or use, and to satisfy their obligations under this Contract.

Vendor shall be responsible for having all employees performing microfilming services to have background checks. This will be facilitated through the Records Division. Background checks will be at the Vendor's expense. County will invoice the Vendor for costs paid by the County for reimbursement.

15. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting Contract, the County determines that Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Vendor may be terminated from the RFP process or in the event a Contract has been awarded, the Contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any legal remedies.

16. Employment of Former County Officials

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Vendor. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

17. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires Vendors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Vendors to use both sides of paper sheets for reports submitted to the County whenever practicable.

18. Payment

Vendor shall be paid monthly for services under this Contract after submitting an invoice. Vendor shall accept all payments via electronic funds transfer (EFT) directly deposited into the Vendor's designated checking or other bank account. Vendor shall promptly comply with directions and accurately complete forms required to process EFT payments.

19. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Vendor pursuant to this Contract shall be considered property of the County upon payment for services. All such items shall be delivered to County at the completion of work under this Contract, subject to the requirements of Section VII, A-7 (Termination for Convenience). Unless otherwise directed by County, Vendor may retain copies of such items.

20. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County as the funding agency and Vendor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Vendor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication. Vendor shall receive written permission from the County prior to publication of said training materials.

21. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or Vendor's relationship with County may be made or used without prior written approval of the County.

22. Drug-Free Workplace Policy

The Vendor certifies that he will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)
- Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - a) The dangers of drug abuse in the workplace.
 - b) The person's or organization's policy of maintaining a drug-free workplace.
 - c) Any available counseling, rehabilitation and employee assistance programs.
 - d) Penalties that may be imposed upon any employees for drug abuse violations.
 - e) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting contract:
 - f) Will receive a copy of the company's drug-free policy statement; and,
 - g) Will agree to abide by the terms of the company's statement as a condition of employment.

22. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the Vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

23. Notice Regarding Public Disclosure of Contents of Proposal

All responses to this Request for Proposal shall become the exclusive property of the County. At such time as County recommends any VENDOR to the Board of Supervisors, and that such recommendation, together with any recommended contract, appears on the Board Agenda, all proposals for such contract shall become a matter of public record and shall be regarded as public records.

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 and following. Proposals may contain financial or other data which constitutes a trade secret. To protect such data from disclosure, Vendor should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages _____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Vendor will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

24. Participation

The County desires that other County Departments, Municipalities, School Districts, and other Tax Districts within the County of San Bernardino requiring microfilm and other, related services may at their option and through the County Purchasing Agent, avail themselves of the contract resulting from this proposal. Upon notice, in writing, the Vendor agrees to the extension of the terms of a resultant contract with such Governmental bodies as though they have been expressly identified in this bid, with the provision that:

- A. Such Governmental Body does not have and will not have in force any other contract for like purchases.
- B. Such Governmental body does not have under consideration for award any other bids or quotations for like purchases.
- C. Such Governmental body shall make purchases directly through the Vendor; make payment directly to the Vendor. The County will not be liable for any such purchase made between the Vendor and another Governmental body who avail themselves of this contract.

25. Local Preference

The County of San Bernardino has adopted a preference for vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to award of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the vendor's main office (or

headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the vendor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFB/Quote for any contract, agreement or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and

Has a minimum of twenty-five percent (25%) of the vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local vendor. If one of the Vendors is a local vendor, and its quoted price or cost of services, equipment, goods or supplies does not exceed five percent (5%) of the other vendor's quoted price or cost, unless it is determined that an exemption applies, staff may recommend the local vendor for the contract award.

B. Indemnification and Insurance Requirements

1. Indemnification

The CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The CONTRACTOR's indemnification obligation applies to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Severability of Interests – The CONTRACTOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the CONTRACTOR and the County or between the County and any other insured or additional insured under the policy.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage - In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the CONTRACTOR or County payments to the CONTRACTOR will be reduced to pay for County purchased insurance.

2. Insurance Coverage

The CONTRACTOR agrees to provide insurance set forth in accordance with the requirements herein. If the CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in any way affecting the indemnity herein provided and in addition thereto, the CONTRACTOR shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- a) Workers' Compensation/Employers Liability - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the CONTRACTOR and all risks to such persons under this Contract.

If CONTRACTOR has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director Risk Management.

With respect to CONTRACTORS that are non-profit corporations organized under California or Federal law, volunteers for such entities are

required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b) Commercial/General Liability Insurance – The CONTRACTOR shall carry General Liability Insurance covering all operations performed by or on behalf of the CONTRACTOR providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (1) Premises operations and mobile equipment.
- (2) Products and completed operations.
- (3) Broad form property damage (including completed operations).
- (4) Explosion, collapse and underground hazards.
- (5) Personal injury.
- (6) Contractual Liability.
- (7) \$2,000,000 general aggregate limit.

- c) Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and nonowned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage per occurrence.

If the CONTRACTOR is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d) Umbrella Liability Insurance – An umbrella (over Primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e) Professional Liability – Professional Liability Insurance with limits of not less than one (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

Or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

3. Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

4. Waiver of Subrogation Rights

The CONTRACTOR shall require the carriers of the required coverage's to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, CONTRACTORS and subCONTRACTORS. All general or auto liability insurance coverage provided shall not prohibit the CONTRACTOR and CONTRACTOR's employees or agents from waiving the right of subrogation prior to a loss or claim. The CONTRACTOR hereby waives all rights of subrogation against the County.

5. Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Proof of Coverage

The Vendor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the CONTRACTOR shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and all endorsements immediately upon request.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce or waive or suspend any of the insurance requirements whenever Risk

Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

C. Right to Monitor and Audit

a) Right to Monitor

The County and the State of California shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of CONTRACTOR in the delivery of services provided under this Contract. CONTRACTOR shall cooperate with full cooperation, in any auditing or monitoring conducted. CONTRACTOR shall cooperate with the County in the implementation, monitoring and evaluation of this contract and comply with any and all reporting requirements established by the County.

In the event the County determines that Vendor's performance of its duties or other terms of this Contract are deficient in any manner, County will notify Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Vendor shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option, may terminate this Contract immediately upon written notice, or remedy deficiency and off set the cost thereof from any amounts due the Vendor under this Contract or otherwise.

b) Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and

audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

VIII. PROPOSAL SUBMISSION

A. General

All interested and qualified Vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Vendor has read and understands the entire RFP, to include all appendices, attachments, exhibits, schedules, and addendum (if applicable) and all concerns regarding the RFP have been satisfied.

Response to this RFP must be in the form of a proposal package in which the content must be submitted in the following sequence and format. One (1) original and five (5) copies, total of six (6) paper documents of the complete proposal must be received by the deadline for receipt of proposal specified in Sections I and II.

Proposal must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

B. Proposal Presentation Instructions

- 1) All proposals must be submitted on 8½ X 11 paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
- 2) Proposals must be verified before submission as they cannot be withdrawn, or corrected after being opened. The County will not be responsible for errors, or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals.
- 3) Hand carried proposals may be delivered to the address listed in Section I, F, only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the County. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.
- 4) The County reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

C. Proposal Format

Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on the conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

1. **Cover Page** – Attachment A is to be used as a cover page for the proposal. This form must be fully completed and signed by an authorized officer of the Vendor.
2. **Table of Contents** – A complete table of contents for the entire proposal with respective page numbers opposite each topic is to be included.
3. **References** – Provide three (3) references from agencies for which you have provided the services requested in this RFP and include a brief description of relevant assignments.
4. **Proposal Description** – A detailed description of the proposal being made.
 - a) The proposal should address, but not be limited to all terms in Scope of Work Section of this RFP.
 - b) The proposal should include the following items: a brief synopsis of the Vendor's understanding of the County's requirements; and how the Vendor plans to meet these and an explanation of any assumptions and/or constraints.
5. **Proposed Costs** – Attachment B is to be used as a cost statement, and should clearly identify the rate per unit or service requested.
6. **Statement of Certification** – Include the following in this section of the proposal:
 - a) A concise statement of the services proposed.
 - b) A statement that the Vendor will provide the services as described in the proposal beginning April 1, 2009 through December 31, 2011.
 - c) A statement that the offer made in the proposal is firm and binding for one hundred eighty (180) days from the date of the proposal is opened and recorded.
 - d) A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Vendor or competitor for the purpose of restricting competition.
 - e) A statement that all declarations in the proposal and attachments, if applicable, are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.

- f) A statement that the Vendor agrees all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
- g) A statement disclosing any employees as defined in Section VII.A.19, Employment of Former County Officials.
- h) A statement that evidence of the required insurance coverage will be provided within 30 days of contract award and prior to beginning work.
- i) A statement of pending litigation, involving prospective Vendor or any officers, employees, and/or consultants thereof, in connection with contracts. In none, so state.
- j) A statement of convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.
- k) A statement that the Vendor does not have any commitments or potential commitments which may impact on the Vendor's assets, lines of credit, guarantor letters, or ability to perform the Contract.

IX. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by County. The evaluation will be based on the written proposal as submitted.

The selection committee may interview Vendors identified as "finalist" or request demonstrations of their system. Evaluation of the finalists' proposals may include results of demonstrations and interviews with County personnel. The Records Manager, or her designee, in conjunction with the assigned evaluation committee, will make the final decision as to which proposal(s) will be recommended to the Board of Supervisors for contractual consideration and approval.

B. Evaluation Criteria

Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:

The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.

Prospective Vendors must meet the requirements as stated in the Minimum Vendor Requirements as outlined in Section I-C.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases, the Vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation of the County may elect to waive the deficiency and accept the proposal.

Final Review – Selection will be based on determination of which proposal will

best met the needs of the County and the requirements of this RFP.

Proposals meeting the above requirements will be evaluated based on the following criteria (not necessarily in order of priority).

- a) Proposed cost of service
- b) Vendor's qualification and experience in performing the services as requested in the RFP
- c) Vendor's proposed plan to achieve the Scope of Work, as outlined in Section V
- d) Selection will be based on determination of which proposal best meets the needs of the County and requirements of this RFP
- e) Interviews, if necessary

C. Evaluation Committee

The evaluation team will consist of representatives from several County departments.

D. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Vendor will become contractual obligations, subject to negotiation, and failure to accept these obligations in a contractual contract may result in cancellation of the award. County may require the Vendor selected to participate in negotiations, and to submit such price, technical, or other revisions of their proposals as may result from negotiations. Standard County contractual requirements, to include insurance provisions, will apply to contracts awarded.

Cost of service is one factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. Ability to provide quality service in a timely manner in accordance with the RFP requirements is critical to a successful proposal.

E. Disputes Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Records Division. Vendor may appeal the recommended award or denial of the award, provided that the following stipulations are met:

- a) Appeal must be in writing
- b) Must be submitted within ten (10) calendar days of the date of the recommended

award or denial of awards letters.

An appeal of **denial of award** can only be brought on the following grounds:

- a) Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- b) There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c) A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Laurie Rozko, Interim Purchasing Director
County of San Bernardino, Purchasing Department
General Services Building
777 E. Rialto Avenue
San Bernardino, CA 92415-0760

The County Purchasing Agent shall make a decision concerning the appeal, and notify the vendor making the appeal, within a reasonable time frame prior to the tentatively scheduled date for awarding the Contract. **The decision of the County Purchasing Agent shall be deemed final.**